

Fill in this information to identify the case:

Debtor 1 Elizabeth Naylor

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: District of Arizona

Case number 25-07596

Official Form 410**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>NetCredit</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>NC Financial</u>	
2. Has this claim been acquired from someone else?	☒ No ☐ Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>NetCredit</u> Name <u>175 W Jackson Blvd Suite 600</u> Number Street <u>Chicago IL 60604</u> City State ZIP Code Contact phone <u>(312) 784-0688</u> Contact email <u>bankruptcysupport@netcredit.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) <u>NetCredit</u> Name <u>175 W Jackson Blvd Suite 600</u> Number Street <u>Chicago IL 60604</u> City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	☒ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	☒ No ☐ Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 3 2 7 3

7. How much is the claim? \$ 7,130.00 Does this amount include interest or other charges?

☐ No

☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Money Loaned
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9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$

11. Is this claim subject to a right of setoff? ☒ No ☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/22/2025
MM / DD / YYYY

/s/ Joseph Banks

Signature

Print the name of the person who is completing and signing this claim:

Name Joseph Banks

First name

Middle name

Last name

Title

Bankruptcy Manager

Company

NetCredit

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

175 W Jackson Blvd Suite 600

Number

Street

Chicago

City

IL

State

60604

ZIP Code

Contact phone

(312) 784-0688

Email

loan_number_redacted	*****0535
debtors_name	Elizabeth Naylor
loan_date	4/15/2025
amount_of_loan	3000
uncollected_principal	6000
fee_amount	1130
nsf_late_charges	0
uncollected_interest	0
fee_credit_amount	0
fee_discount	0
interest_payments_made	0
principal_payments_made	0
fee_payments_made	0
total_amount_of_claim	7130

TRANSPORTATION ALLIANCE BANK, INC. D/B/A TAB BANK**OPEN-END LINE OF CREDIT AGREEMENT**

This Open-End Line of Credit Agreement consists of the following sections:

- I. Account Opening Disclosures
- II. Definitions
- III. Your Line of Credit Account
- IV. Fees and Statements
- V. Payments
- VI. Additional Terms & Conditions
- VII. Your Billing Rights
- VIII. Waiver of Jury Trial and Class Action Waiver
- IX. ARBITRATION PROVISION
- X. Important Notices

Read each section carefully. You will be asked to agree to the terms of this Agreement.

HIGH COST CREDIT DISCLOSURE. THIS IS AN EXPENSIVE FORM OF CREDIT. IT SHOULD BE USED FOR SHORT-TERM FINANCIAL NEEDS, NOT AS A LONG-TERM FINANCIAL SOLUTION. OTHER CREDIT OPTIONS MAY BE LESS EXPENSIVE.

I. Account Opening Disclosures**Fees**

Transaction Fee	10% of the amount of each Cash Advance.
• Cash Advance Fee	

Statement Balance Fee	Level	For each Statement that shows a Cash Advance Balance of:	Fee if you pay Bi-weekly or Semi-monthly:	Fee if you pay Monthly:
	0	\$0.00 - \$25.00	\$0.00	\$0.00
	1	\$25.01 - \$100.00	\$5.00	\$10.00
	2	\$100.01 - \$200.00	\$10.00	\$20.00
	3	\$200.01 - \$300.00	\$15.00	\$30.00
	4	\$300.01 - \$400.00	\$20.00	\$40.00
	5	\$400.01 - \$500.00	\$25.00	\$50.00
	6	\$500.01 - \$600.00	\$30.00	\$60.00
	7	\$600.01 - \$700.00	\$35.00	\$70.00
	8	\$700.01 - \$800.00	\$40.00	\$80.00
	9	\$800.01 - \$900.00	\$45.00	\$90.00
	10	\$900.01 - \$1,000.00	\$50.00	\$100.00
	11	\$1,000.01 - \$1,100.00	\$55.00	\$110.00
	12	\$1,100.01 - \$1,200.00	\$60.00	\$120.00
	13	\$1,200.01 - \$1,300.00	\$65.00	\$130.00
	14	\$1,300.01 - \$1,400.00	\$70.00	\$140.00
	15	\$1,400.01 - \$1,500.00	\$75.00	\$150.00
	16	\$1,500.01 - \$1,600.00	\$80.00	\$160.00
	17	\$1,600.01 - \$1,700.00	\$85.00	\$170.00
	18	\$1,700.01 - \$1,800.00	\$90.00	\$180.00
	19	\$1,800.01 - \$1,900.00	\$95.00	\$190.00
	20	\$1,900.01 - \$2,000.00	\$100.00	\$200.00
	21	\$2,000.01 - \$2,100.00	\$105.00	\$210.00
	22	\$2,100.01 - \$2,200.00	\$110.00	\$220.00
	23	\$2,200.01 - \$2,300.00	\$115.00	\$230.00
	24	\$2,300.01 - \$2,400.00	\$120.00	\$240.00

25	\$2,400.01 - \$2,500.00	\$125.00	\$250.00
26	\$2,500.01 - \$2,600.00	\$130.00	\$260.00
27	\$2,600.01 - \$2,700.00	\$135.00	\$270.00
28	\$2,700.01 - \$2,800.00	\$140.00	\$280.00
29	\$2,800.01 - \$2,900.00	\$145.00	\$290.00
30	\$2,900.01 - \$3,000.00	\$150.00	\$300.00
31	\$3,000.01 - \$3,100.00	\$155.00	\$310.00
32	\$3,100.01 - \$3,200.00	\$160.00	\$320.00
33	\$3,200.01 - \$3,300.00	\$165.00	\$330.00
34	\$3,300.01 - \$3,400.00	\$170.00	\$340.00
35	\$3,400.01 - \$3,500.00	\$175.00	\$350.00
36	\$3,500.01 - \$3,600.00	\$180.00	\$360.00
37	\$3,600.01 - \$3,700.00	\$185.00	\$370.00
38	\$3,700.01 - \$3,800.00	\$190.00	\$380.00
39	\$3,800.01 - \$3,900.00	\$195.00	\$390.00
40	\$3,900.01 - \$4,000.00	\$200.00	\$400.00
41	\$4,000.01 - \$4,100.00	\$205.00	\$410.00
42	\$4,100.01 - \$4,200.00	\$210.00	\$420.00
43	\$4,200.01 - \$4,300.00	\$215.00	\$430.00
44	\$4,300.01 - \$4,400.00	\$220.00	\$440.00
45	\$4,400.01 - \$4,500.00	\$225.00	\$450.00
46	\$4,500.01 - \$4,600.00	\$230.00	\$460.00
47	\$4,600.01 - \$4,700.00	\$235.00	\$470.00
48	\$4,700.01 - \$4,800.00	\$240.00	\$480.00
49	\$4,800.01 - \$4,900.00	\$245.00	\$490.00
50	\$4,900.01 - \$5,000.00	\$250.00	\$500.00
51	\$5,000.01 - \$5,100.00	\$255.00	\$510.00

52	\$5,100.01 - \$5,200.00	\$260.00	\$520.00
53	\$5,200.01 - \$5,300.00	\$265.00	\$530.00
54	\$5,300.01 - \$5,400.00	\$270.00	\$540.00
55	\$5,400.01 - \$5,500.00	\$275.00	\$550.00
56	\$5,500.01 - \$5,600.00	\$280.00	\$560.00
57	\$5,600.01 - \$5,700.00	\$285.00	\$570.00
58	\$5,700.01 - \$5,800.00	\$290.00	\$580.00
59	\$5,800.01 - \$5,900.00	\$295.00	\$590.00
60	\$5,900.01 - \$6,000.00	\$300.00	\$600.00
61	\$6,000.01 - \$6,100.00	\$305.00	\$610.00
62	\$6,100.01 - \$6,200.00	\$310.00	\$620.00
63	\$6,200.01 - \$6,300.00	\$315.00	\$630.00
64	\$6,300.01 - \$6,400.00	\$320.00	\$640.00
65	\$6,400.01 - \$6,500.00	\$325.00	\$650.00
66	\$6,500.01 - \$6,600.00	\$330.00	\$660.00
67	\$6,600.01 - \$6,700.00	\$335.00	\$670.00
68	\$6,700.01 - \$6,800.00	\$340.00	\$680.00
69	\$6,800.01 - \$6,900.00	\$345.00	\$690.00
70	\$6,900.01 - \$7,000.00	\$350.00	\$700.00

How We Will Calculate Your Cash Advance Balance: To calculate your Cash Advance Balance for a Billing Cycle, we take the prior Billing Cycle's ending Account Balance (labeled "Previous Balance" on your current Statement), and add the amount of each Cash Advance that posts during the current Billing Cycle, and subtract past due amounts, any payments or credits that post during the current Billing Cycle, and any unpaid non-past due amounts from previous Billing Cycles. We do not include any Statement Balance Fees or past due amounts in your Cash Advance Balance. See Section IV(B) for details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in Section VII below labeled "Your Billing Rights."

Grace Period: Cash Advance Fee: We will charge the Cash Advance Fee on the date you take a Cash Advance (subject to your right to cancel your Cash Advance as described in Section III(F)). **Statement Balance Fee:** We will charge the Statement Balance Fee if, at the end of any Billing Cycle, your Cash Advance Balance is greater than \$25.

Line of Credit Rewards: Earn rewards on your line of credit with qualifying account activity. Visit our Line of Credit Rewards (<https://www.netcredit.com/rewards>) page for the terms and conditions of our rewards programs, which are incorporated herein by reference.

II. Definitions

Account is the open-end line of credit you establish under this Agreement with Transportation Alliance Bank, Inc. d/b/a TAB Bank located at 4185 Harrison Blvd, Ogden, UT 84403.

Account Balance is the total amount outstanding on your Account.

Account Home refers to the secure portal used to access your Account information, including the Agreement, your Available Credit, your Statements, your Cash Advances, and your payment history.

Advance Cancellation Deadline means the two (2) Business Days after you requested a Cash Advance during which you may cancel the requested Cash Advance without incurring any fees.

Advance Proceeds is the amount you receive by electronic fund transfer when you request a Cash Advance. It is the Cash Advance minus the Cash Advance Fee.

Agreement is this Open-End Line of Credit Agreement.

Arbitration Provision means the Arbitration Provision in Section IX.

AutoPay is an optional preauthorized recurring automatic payment to us from your Checking Account for your Minimum Payments on or after your Statement due date. See Section V(C) for details.

Available Credit is the amount of credit that is currently available to you for Cash Advances. See Section III(B) for details.

Billing Cycle is the period of time between Statements. Your Billing Cycle may be Bi-weekly, Semi-monthly, or Monthly.

Bi-weekly means once every two weeks.

Business Day is any day except Saturday, Sunday, and federal holidays.

Cash Advance is the amount of the advance you request and must repay. It is the total of the Advance Proceeds plus the Cash Advance Fee. We deduct the Cash Advance Fee from the amount of the Cash Advance you request and disburse the remainder, i.e., the Advance Proceeds, to you by electronic fund transfer into your Checking Account.

Cash Advance Balance is the amount used to determine the Statement Balance Fee charged for each Billing Cycle. It is calculated as shown in the Account Opening Disclosures in Section I. See Section IV(B) for details.

Cash Advance Fee is the Finance Charge charged for each Cash Advance at the time you request a Cash Advance, as disclosed in the Account Opening Disclosures in Section I. The Cash Advance Fee is 10% of the amount of your Cash Advance.

Checking Account is the bank account that you specified in your application, or any substitute account you or your financial institution may later provide us. You must maintain the Checking Account in order to obtain Cash Advances.

Credit Limit is the maximum amount you can borrow under your Account. See Section III(B) for details.

Finance Charge is any Cash Advance Fee and any Statement Balance Fee that may be charged under this Agreement.

Line Cancellation Deadline is two (2) Business Days immediately following the day you are notified via email of final approval of your Account.

Messaging Parties refers to us, our assignees and the affiliate, agents, representative, assigns and servicers/service providers of ours or our assignees.

Minimum Payment is the amount you agree to pay each Billing Cycle. If your Account is past due, you will need to pay the past due amount in addition to the Minimum Payment for your Account to become current. See Section V(B) for details.

Monthly means once a month.

NetCredit refers to NetCredit Loan Services, LLC, the current Account servicer.

Semi-monthly means twice a month.

Statement is the periodic statement issued for each Billing Cycle that describes, among other things: your Account Balance, payments, credits, debits, Cash Advance Balance, Statement Balance Fees, Cash Advances, Cash Advance Fees, past due amounts, your Minimum Payment and payment due date.

Statement Balance Fee is the Finance Charge assessed for each Billing Cycle depending on the amount of your Cash Advance Balance for that Billing Cycle displayed on your Statement, and as disclosed in the Account Opening Disclosures in Section I. See Section IV(B) for details.

We, us, and our mean Transportation Alliance Bank, Inc. d/b/a TAB Bank, its successors and assigns, and, for purposes of the Arbitration Provision, Section IX, the other persons identified in the Arbitration Provision.

You and your mean the account holder who signs this Agreement.

III. YOUR LINE OF CREDIT ACCOUNT

By signing this Agreement electronically, you agree to abide by the following terms the same as if you had signed this Agreement in ink. This Agreement will become effective only after we have granted final approval of your application. We will notify you via email of such approval and your Account will then be open.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identified each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, government ID number, or other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

A. Account

Pursuant to this Agreement, we will establish an open-end line of credit for you in the amount of your Credit Limit. You may take Cash Advances from this Account from time to time, up to the Credit Limit and subject to the terms of this Agreement. Each Billing Cycle you must pay at least the Minimum Payment amount specified on your Statement by the payment due date specified on your Statement. The Minimum Payment will be a combination of the Statement Balance Fee plus a percentage of your Cash Advance Balance. See Section V(B), captioned "Calculating the Minimum Payment" for details.

B. Credit Limit; Available Credit

We will assign you a Credit Limit on your Account that we may increase or decrease from time to time. After you make a payment, we may delay in replenishing your Available Credit to reflect that payment until after such payment settles.

Your Available Credit is the amount of credit that is currently available to you for Cash Advances. Available Credit is determined by subtracting the total amount of Cash Advances outstanding from your Credit Limit, or the minimum Cash Advance amount described in Section III, Paragraph 3 below. If your Account has a past due amount, or is otherwise suspended, or your available credit is below the minimum Cash Advance, your Available Credit is zero.

To obtain your Credit Limit and your Available Credit, either (a) log into your Account Home at www.netcredit.com (<https://www.netcredit.com>); (b) call Customer Support at (877) 392-2014; or (c) email support@netcredit.com.

C. Requesting Cash Advances

You may obtain Cash Advances by requesting them in your Account Home at www.netcredit.com

(<https://www.netcredit.com>). Please call (877) 392-2014 if you need assistance with this Cash Advance request process. The minimum Cash Advance you may request may vary depending on your state of residence.

For Minnesota residents, the minimum Cash Advance you may request is \$1,450. For residents of all other states, the minimum Cash Advance you may request is \$50.

The amount of any new Cash Advance will be added to the Account Balance and your Cash Advance Balance. Cash Advances cannot exceed your Credit Limit or Available Credit.

IMPORTANT: The Advance Proceeds you receive are less than the total amount of the Cash Advance you request. We will deduct the Cash Advance Fee from the amount of the Cash Advance you request and deliver only the Advance Proceeds to you.

We will disburse the Advance Proceeds by electronic funds transfer to your Checking Account. If we receive your Cash Advance request by 5:00 PM CT on a Business Day, we will use commercially reasonable efforts to disburse the Advance Proceeds to your Checking Account on or before the next Business Day. It may take additional time for your bank to post the Advance Proceeds to your Checking Account. Always check with your bank to learn when the Advance Proceeds will be available for use.

D. Denying Cash Advance Requests, Freezing Account, and Closing Account

We may refuse to allow you to obtain a Cash Advance and/or freeze your Account at any time for any reason permitted by law whatsoever, including, but not limited to, if the Account is past due; the transaction would cause you to exceed your Available Credit or Credit Limit; you made a payment on the Account that has not yet settled; we do not have valid Checking Account information on file for you; we suspect that the Cash Advance request is fraudulent; any of the contact information we have for you is no longer valid; you withdraw your consent to receive electronic communications; the Account has become the subject of litigation, bankruptcy, or a payment plan; or any other reason in our sole discretion.

In the event that your Account is deemed inactive because you do not have an Account Balance, have not taken Cash Advances, or have not made payments for an extended period of time, it may be frozen until you supply additional information, which could include verification of your continued income, employment, and ability to repay. If your Account is frozen for inactivity, you will not be able to take additional Cash Advances until you provide the additional documentation or information required. We will provide you at least 30 days advance notice prior to freezing your Account for inactivity. Further details concerning inactivity and freezing Accounts for inactivity can be found at the following link: <https://www.netcredit.com/faq#inactive-accounts> (<https://www.netcredit.com/faq>).

You may request to close your Account at any time by notifying us in writing that you wish for your Account to be closed and by paying your Account Balance in full. We may refuse to close your Account for any reason permitted by law, including but not limited to, you fail to pay your entire Account Balance in full, a transaction is pending on your Account, or there is a dispute or billing error pending resolution.

We may close your Account at any time and for any reason except as prohibited by law, even if you are not in default. If your Account has an Account Balance at the time it is closed, you will still be required to make all Minimum Payments as scheduled and Statement Balance Fees will continue to accrue until you have repaid the Account Balance in full.

E. Cancelling the Line of Credit Account

You may cancel or rescind the Account at any time before the Line Cancellation Deadline, and, if you successfully do so, you will owe no fees or charges and the tradeline for this Account will be removed from your credit report. To cancel, you must inform us of your intent to cancel in writing no later than the Line Cancellation Deadline via fax at (855) 878-1068 or email at support@netcredit.com. If you have requested a Cash Advance, you must follow the procedure below in Section III(F), captioned "Cancelling Requested Cash Advances", to cancel the Cash Advance prior to your Account being cancelled. At any time after this, you may close your Account by following the procedures set forth in Section III(D), captioned "Denying Cash Advance Requests, Freezing Account, and Closing Account."

F. Cancelling Requested Cash Advances

You may cancel any requested Cash Advance at any time before the Advance Cancellation Deadline. You must notify us, TAB Bank c/o NetCredit, in writing via fax at (855) 878-1068 or email at support@netcredit.com of your desire to cancel. If the Advance Proceeds have not been disbursed to your Checking Account, you will not owe a Cash Advance Fee on such advance and the advance will not be included in your Account Balance.

If the Cash Advance has been disbursed to your Checking Account, you agree that we may initiate a debit entry to your Checking Account for the full amount of the Advance Proceeds. If we receive the full amount of the Advance Proceeds from that debit entry, you will not owe a Cash Advance Fee on such advance and such advance will not be included in your Account Balance and will not be considered for the purpose of calculating your Cash Advance Balance that determines the Statement Balance Fee. If we do not receive the full amount of the Advance Proceeds from that debit entry, the Cash Advance will be included in your Account Balance and will be considered for the purpose of calculating your Cash Advance Balance that determines the Statement Balance Fee.

G. Default and Acceleration

We may declare you to be in default under this Agreement if: (i) any payment is past due; (ii) you withdraw your consent to receive electronic communications; (iii) you have violated any term or condition of this Agreement; (iv) we determine that any information in your application was incomplete or inaccurate; or (v) we determine in our sole discretion that the prospect of payment or performance is significantly impaired. If you default under this Agreement, subject to any notice and cure right you may have, we may: (a) declare all amounts you owe under this Agreement immediately due and payable; (b) close your Account; and (c) exercise all other rights, powers, and remedies permitted by applicable law. To the extent permitted by applicable law, you agree to pay our court costs, reasonable attorneys' fees and other collection costs related to the default. PLEASE NOTE: Residents of Indiana, Minnesota, Nebraska, Ohio, Oklahoma and Wyoming should see important terms regarding court costs, attorneys' fees and other collection costs below under "IMPORTANT NOTICES."

By choosing any one or more of these default remedies listed above, we do not give up our right to use another remedy later. By deciding not to use any remedy should you be in default, we do not give up our right to consider the event a default if it happens again. We may delay or refrain from enforcing any of our rights under this Agreement without waiving such rights. You understand that any waiver of our rights will not be effective unless it is in writing signed by us.

H. Servicing

Any rights granted to us and duties we have under this Agreement may be exercised or undertaken by servicers or other agents we designate. Unless and until we notify you otherwise, this Account will be serviced by NetCredit.

IV. FEES AND STATEMENTS

Your Account does not have an interest rate like other traditional credit products. Instead, we assess a Cash Advance Fee for each Cash Advance and a Statement Balance Fee at the end of each Billing Cycle in which you have a Cash Advance Balance greater than \$25 on your Statement, as described in the Account Opening Disclosures.

A. Cash Advance Fee

When you obtain a Cash Advance, we will impose a Cash Advance Fee of 10% of the amount of your Cash Advance. The Cash Advance Fee is a FINANCE CHARGE. We will deduct the Cash Advance Fee from the amount of the Cash Advance you request, and deliver only the Advance Proceeds to you. The Advance Proceeds you receive from a Cash Advance request will be less than the Cash Advance you must repay. For example, if you obtain a \$1,500 Cash Advance, you will be charged a \$150 Cash Advance Fee and you will receive Advance Proceeds of \$1,350. You must repay the full \$1,500 Cash Advance and the \$1,500 will be added to your Account Balance and Cash Advance Balance.

B. Statement Balance Fee

We charge a Statement Balance Fee as described in the Account Opening Disclosures in Section I. The Statement Balance Fee is a FINANCE CHARGE. We determine the Statement Balance Fee based on the length of your Billing Cycle and your Cash Advance Balance.

To get the Cash Advance Balance for a Billing Cycle, we take the prior Billing cycle's ending Account Balance (labeled "Previous Balance" on your current Statement), and add the amount of each Cash Advance that posts during the current Billing Cycle, and subtract past due amounts, any payments or credits that post during the current Billing Cycle, and any unpaid non-past due amounts from previous Billing Cycles. We do not include any Statement Balance Fees or past due amounts in your Cash Advance Balance.

If your Cash Advance Balance is \$25 or less, you will not incur a Statement Balance Fee for that Billing Cycle. For Cash Advance Balances of \$25.01 and greater, you will incur the Statement Balance Fee disclosed in the Account Opening Disclosures in Section I.

C. Billing Cycle

The length of your Billing Cycle depends on how often you receive income as identified in your application. If you receive income weekly or every other week, your Billing Cycles will be Bi-weekly and they will be generally be fourteen (14) days long. If you receive income twice a month, your Billing Cycles will be Semi-monthly and they will generally be fifteen (15) days long. If you receive income once a month, your Billing Cycles will be Monthly.

If the frequency with which you receive income changes, you may request to change the length of your Billing Cycle and your payment due dates so that your payment due dates better align with the dates you receive income. Such request will only be considered if the frequency with which you receive income changes. To request to change your payment due dates, contact us via email at support@netcredit.com or by telephone at (877) 392-2014. Approval of any such request is at our discretion. In the event we approve such a request, after providing you with any notice and waiting any period required by applicable law, your payment due dates, the Statement Balance Fee, and Minimum Payment will change. See Section I, captioned "Account Opening Disclosures", and Section V, captioned "Payments", for details.

D. Statements

You will receive a Statement for each Billing Cycle for which there is an Account Balance, or as otherwise required by law. Your Statement will be available in Your Account Home at least 14 days prior to your payment due date and we will email you a notification that your Statement is available in Account Home at the end of each Billing Cycle. Under certain circumstances, the law may not require us to send or make available to you a Statement, or may prohibit us from doing so.

E. Inadvertent Excessive Charges or Collection of Payments

If a law which applies to this Agreement and which sets maximum charges is finally interpreted so that any Finance Charge collected or to be collected in connection with this Agreement exceeds the permitted limits, then: (i) any such Finance Charge will automatically be reduced to the maximum permitted limit, retroactively effective as of the date of this Agreement, and as though this Agreement originally provided for the reduced Finance Charge; and (ii) any sums already collected from you which exceeded permitted limits will be refunded to you. Also, if we inadvertently collect more payments than permitted by this Agreement, we will refund to you any such excess payments. We may choose to make any refunds described in this section by reducing the amount you owe under this Agreement or by making a direct payment to you.

V. PAYMENTS

A. Promise to Pay

You promise to pay us for all amounts owed to us under this Agreement. You must pay us at least the Minimum Payment amount specified on your Statement by the payment due date specified on your Statement. All amounts in this Agreement are U.S. dollars and all payments must be made in U.S. dollars.

B. Calculating the Minimum Payment

Your Minimum Payment will be calculated at the close of each Billing Cycle, and will vary based on your Cash Advance Balance and whether your Billing Cycle is Monthly, Semi-monthly or Bi-weekly. Your Minimum Payment does not include any past due amounts. You can pay off your Account Balance faster by paying more than the Minimum Payment or paying the entire Account Balance in full.

The Minimum Payment is calculated as follows:

Monthly Billing Cycles:

- *If your Account Balance is less than or equal to \$100:* your Minimum Payment is equal to your Account Balance.
- *If your Account Balance is more than \$100:* your Minimum Payment is the greater of \$100 or:
 - 5% of your Cash Advance Balance plus
 - Statement Balance Fee

Semi-monthly or Bi-weekly Billing Cycles:

- *If your Account Balance is less than or equal to \$50:* your Minimum Payment is equal to your Account Balance.
- *If your Account Balance is more than \$50:* your Minimum Payment is the greater of \$50 or:
 - 2.5% of your Cash Advance Balance plus
 - Statement Balance Fee

You may pay more frequently than specified on any Statement, pay more than the Minimum Payment specified or pay your Account Balance in full at any time without penalty. If you make extra payments or larger payments in any Billing Cycle, you will still be required to pay at least the Minimum Payment each subsequent Billing Cycle, unless you have paid your Account Balance. If you pay only the Minimum Payment, you will generally pay more Statement Balance Fees and it will generally take you longer to pay off your Account Balance than if you make payments in excess of the Minimum Payment. Your Minimum Payment will increase if you take additional Cash Advances.

C. How to Make a Payment

You may pay your Minimum Payment Due or your Account Balance in full at any time without penalty. We also accept partial payments. You may make payments using the following payment methods currently available; provided, however, that, for any given payment method, you must schedule payment of the Minimum Payment Due as described below for it to be received in a timely fashion and remain current on your Account:

- **AutoPay:** You may authorize us to initiate recurring electronic fund transfers for your Minimum Payment amounts to be debited from your Checking Account. You are not required to authorize us to initiate electronic fund transfers for your Minimum Payments in order to qualify for an open-end line of credit. If you selected AutoPay as your repayment method, see your Electronic Fund Transfer Authorization for details. You can enroll in AutoPay by logging into your Account Home or by contacting our customer support team during business hours.
- **One-time EFT (ACH):** You may authorize us to initiate a one-time electronic fund transfer through the ACH network debited from your Checking Account via your Account Home or by calling us at (877) 392-2014. One-time ACH payments must be authorized by 6 PM Eastern Time on the day before the Payment Due Date to be considered timely. One-time ACH payments authorized by 6 PM Eastern Time will be credited as of the next Business Day, except as otherwise provided under your Account Agreement.
- **Check or Money Order:** By mailing us a check or money order to TAB Bank, c/o NetCredit, P.O. Box 206766, Dallas, TX 75320-6766. The individual account ID and customer name must be included with mailed payments. No correspondence should be included with any payment via mail. Payments must be made in U.S. dollars. All mailed payments, except disputed payments, must be mailed or delivered to the payment address shown on your Statement. Any mailed payment received after 5:00 PM ET will be credited as of the next Business Day. However, credit to your Account may be delayed for up to five (5) Business Days if we accept a payment that is: (i) not received by mail or messenger service at the payment address shown on your Statement; (ii) not made in U.S. dollars by a check or other negotiable instrument drawn on a financial institution located in the U.S. or by money order; or (iii) does not include your Account number on the memo line or elsewhere on the front of the check.

Delayed crediting may cause you to incur additional fees and finance charges, subject to applicable law. You may

not postdate a check to us or include any restrictive endorsements on the check, such as "paid in full" or other restrictive terms. No payment will be deemed an accord and satisfaction without the prior written approval of one of our senior officers. We can accept partial payments, late payments, or payments with restrictive endorsements without losing any of our rights under this Agreement.

- Debit Cards and Prepaid Cards: Debits cards and prepaid cards are accepted for one-time payments via Account Home or by calling Customer Support during our regular business hours. Such payments will be considered timely so long as your payment is received on or before the payment due date set forth in your Statement. Please see www.netcredit.com/faq#repayment (<https://www.netcredit.com/faq#repayment>) for details.
- Other Payment Methods: Additional options include sending us a MoneyGram or Western Union payment. Please see www.netcredit.com/faq#repayment (<https://www.netcredit.com/faq#repayment>) for details.

We reserve the right to add or remove accepted payment methods at any time and will notify you of changes via email. For more information on the available payment methods, please see www.netcredit.com/faq (<https://www.netcredit.com/faq>) under "Repayment."

You must make each Minimum Payment by the date it is due, according to your Statements. In order for your payment to be considered timely, it must be received by the cut-off time applicable to your method of payment. Any payment not actually received by the cut-off time applicable to your method of payment will not be considered timely. We reserve the right to change the cut-off time for any payment method at any time and we will notify you of changes via email. For the cut-off time applicable to your method of payment and any changes to these cutoff times, please visit www.netcredit.com/faq (<https://www.netcredit.com/faq>) and review the "How can I repay my personal loan or line of credit?" section.

D. How We Apply Your Payments

We apply payments to any outstanding Minimum Payment for which a Statement has been issued, in order of their payment due dates, beginning with the earliest due date. Payments are applied to each Minimum Payment in the following order: Statement Balance Fees, if any, and then to the remaining portion of the Minimum Payment. Once all Minimum Payments have been satisfied, payments are applied to any Account Balance that remains unpaid.

If your Account is current, you have setup AutoPay, and we receive an early payment at least two (2) Business Days before your next due date, the payment will be applied to your currently due Minimum Payment. If any such early payment is less than the amount of that Minimum Payment, then you must pay the difference on or before your due date. If you have setup AutoPay, we will debit the difference between the amount paid and the Minimum Payment on your due date. If your payment is greater than the currently due Minimum Payment, the excess amount will be applied to the Account Balance. If we receive a payment (separate from your AutoPay) one (1) Business Day before your due date or on your due date, there may not be enough time for us to credit the separate payment before your AutoPay is debited. In that case, we will also autodebit your Minimum Payment on your due date. We will apply your other payment to any Account Balance that remains unpaid unless you contact us and request a refund of the overpayment.

If you have elected a payment method other than AutoPay and we receive an early payment before your next due date, the payment will be applied to your currently due Minimum Payment. If any such early payment is less than the amount of that Minimum Payment, then you must pay the difference on or before your due date.

For more details, please visit <https://www.netcredit.com/faq#how-will-my-payment-be-applied> (<https://www.netcredit.com/faq#how-will-my-payment-be-applied>).

VI. ADDITIONAL TERMS & CONDITIONS

A. Credit Reporting

You authorize and instruct us or our service providers, including NetCredit, to obtain credit and other reports about you from time to time for any permissible purpose, including, but not limited to, the opening, monitoring and maintenance of your Account.

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

You have the right to dispute the accuracy of information we have reported. If you believe that any information about your Account that we have furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any extension of credit made by us, write to TAB Bank, c/o NetCredit, Attn: General Counsel, 175 W. Jackson Blvd., Suite 600, Chicago, IL 60604. In your letter (i) provide your name and Account number, (ii) identify the specific information that is being disputed, (iii) explain the basis for the dispute and (iv) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, submit an identity theft police report to the address specified above.

B. Our Right to Request Income Information and Your Duty to Tell Us About Changes in Your Circumstances

The Credit Limit established for your Account is based in part upon your income. We may require you to provide information about your current income from time to time. You agree that if we contact you via mail or e-mail using the information you have provided us, we will be deemed to have provided such communication to you, regardless of whether such communication is returned undeliverable. You further agree to immediately inform us of any significant change in your circumstances, including changes in your income, income frequency, employment, Checking Account, home address, e-mail address, or telephone number. You can update your information by logging into your Account Home at www.netcredit.com (<https://www.netcredit.com>) or calling Customer Support at (877) 392-2014.

C. Contacting You; Phone and Text Messages; Call Recording

In exchange for us providing you with the Account, you authorize the Messaging Parties to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated e-mail systems to discuss issues related to this Agreement or the Account, including information about upcoming payment due dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or e-mail addresses you supply to the Messaging Parties in connection with this Agreement, the Messaging Parties' servicing of the Account or collection of amounts you owe the Messaging Parties, or any other matter. You understand that anyone with access to your telephone or e-mail account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or e-mail, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. You agree that this consent forms part of a bargained for exchange. If you have the right to revoke text messages and calls to your cell phone or to receive artificial or prerecorded voice message system calls, you may exercise this right by calling the Messaging Parties at (877) 392-2014; or, to stop text messages, by replying "STOP" to any text message the Messaging Parties send you.

D. Correspondence

To the extent permitted under applicable law, any written or electronic correspondence you send to us will not be effective until we receive and have had a reasonable opportunity to act on such correspondence. Any written or electronic correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your mail address (or your email address if you have authorized electronic communications) as it appears on our records.

E. Bankruptcy Notification

All bankruptcy notices and related correspondence to us should be sent to TAB Bank, c/o NetCredit, Attn: Bankruptcy Department, 175 W. Jackson Blvd., Suite 600, Chicago, IL 60604.

F. Amendments

You agree that we may change any of the terms of this Agreement, including the amount or method of computing all Finance Charges. Any change to Statement Balance Fees will only apply to the billing cycles that close after the effective date of the change. We may modify or cancel any rewards programs at any time, but earned rewards will not be forfeited. We may also reduce your Credit Limit. We will tell you if we do so. If we change the terms of this Agreement, we will provide to you notice of the change in accordance with the federal Truth in Lending Act, Utah's law and this Agreement. Unless Utah law or federal law otherwise requires, we may provide notice to you in writing or by email.

G. No Waiver of Our Rights

You agree that if we grant any waiver, modification or other indulgence of any kind at any time, it shall apply only to the specific instance involved and will not act as a waiver, modification or indulgence for any other or future act, event or condition. We may delay enforcing any of our rights under this Agreement without losing them.

H. Entire Agreement

This Agreement constitutes the entire agreement between the parties and no other agreements, representations or warranties other than those stated herein shall be binding unless reduced in writing and signed by all parties.

I. Additional Representations and Warranties

You represent and warrant that you have the right to enter into this Agreement, and that you are at least 18 years of age.

J. Governing Law

Except as otherwise expressly provided in this Agreement, this Agreement (other than the Arbitration Provision), your Account, and all related disputes are governed by applicable federal law and the laws of the State of Utah, without regard to its conflict of law provisions.

Except as provided in the Arbitration Provision, if any provision of this Agreement is determined to be void, invalid or unenforceable under any applicable law, rule or regulation, it shall not affect the validity or enforceability of any other provision of this Agreement and such other provisions will remain valid and enforceable.

Indiana, Kansas, Oklahoma, South Carolina, and Wyoming Residents Only:

If you are a resident of Indiana, Kansas, Oklahoma, South Carolina, or Wyoming, this Agreement is governed by the laws of Indiana, Kansas, Oklahoma, South Carolina, or Wyoming, respectively, except to the extent preempted by federal law.

K. Assignment

We may sell, assign or otherwise transfer your Account and our rights under this Agreement and amounts owed by you to another creditor at any time without notice to you unless required by law. If we do so, this Agreement will remain in effect and will be binding on and will inure to the benefit of our assign(s). You may not transfer your rights under this Agreement. Any attempt to do so will be void.

L. Reasonable Accommodation

Individuals with disabilities who require an accommodation to access our products or services should contact us via email at support@netcredit.com; by telephone at (877) 392-2014; or by mail at TAB Bank, c/o NetCredit, Attn: General Counsel, 175 W. Jackson Blvd., Suite 600, Chicago, IL 60604. Please note that we may need advance notice to provide certain accommodations.

M. Miscellaneous

The section headings used in this Agreement are for convenience of reference only and do not in any way limit or define your or our rights or obligations hereunder. Except as otherwise provided in this Agreement or as required by applicable law, we will not be responsible for any claim or defense you may have against any third party that arises out of 28

of or in connection with this Agreement.

VII. Your Billing Rights

NOTE: Federal law provides the following rights if you communicate with us in writing. You may either send us a letter, as described below, or an email. The email should be sent to support@netcredit.com with the subject designated "LOC Billing Error".

We will treat an email as a sufficient notice of your billing rights inquiry as long as the email contains all of the information requested below. You may also call us, but doing so will not preserve your rights under federal law.

Your Billing Rights: Keep This Document For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

TAB Bank, c/o NetCredit
Attn: LOC Department Manager
4185 Harrison Blvd,
Ogden, UT 84403

or

support@netcredit.com
Subject: LOC Billing Error

In your letter or email, give us the following information:

- *Account information:* Your name and Account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within sixty (60) days after the error appeared on your statement.
- At least three (3) Business Days before an AutoPay is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing or electronically*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter or Email

When we receive your letter or email, we must do two things:

1. Within thirty (30) days of receiving your letter or email, we must tell you that we received your letter or email. We will also tell you if we have already corrected the error.
2. Within ninety (90) days of receiving your letter or email, we must either correct the error or explain to you why we believe the statement is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you fees on that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your Account Balance.
- We can apply any unpaid amount against your Credit Limit and Available Credit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount that we think you owe.

If you receive our explanation but still believe your statement is wrong, you must write or email us within *ten (10) days* telling us that you still refuse to pay.

If you do so, we cannot report you as delinquent without also reporting that you are questioning your statement. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your statement is correct.

VIII. WAIVER OF JURY TRIAL AND CLASS ACTION WAIVER

A. Waiver of Jury Trial

Unless prohibited by applicable law, if you sign this Agreement, you waive your right to have a jury trial to resolve any dispute you may have against us or a related third party. This Waiver of Jury Trial provision does not apply to you if, at the time of entering into this Agreement, you are a resident of Arkansas.

B. Class Action Waiver

Unless prohibited by applicable law, if you sign this Agreement, you waive your right to ask a court or an arbitrator to allow you to pursue any claims on a class action basis or in a representative capacity on behalf of the general public, other borrowers or other persons similarly situated. Furthermore, claims brought by you against us or by us against you may not be joined or consolidated with claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. For purposes of this Class Action Waiver, the terms "**we**", "**us**" and "**our**" shall also include TAB Bank and each of its employees, directors, officers, shareholders, governors, managers, members, parent companies, affiliated entities, successors or assignees, the servicer of your Account (including but not limited to NetCredit) and any third party who is named as a co-defendant with us in a claim asserted by you. In the event of a conflict between this Class Action Waiver provision and the Arbitration Provision, the Arbitration Provision shall control.

IX. ARBITRATION PROVISION

Arbitration is a process in which persons with a dispute(s): (a) agree to submit their dispute(s) to a neutral third person (an "**arbitrator**") for a decision; and (b) waive their rights to file a lawsuit in court to resolve their dispute(s). Each party to the dispute(s) has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.

THIS ARBITRATION PROVISION APPLIES UNLESS YOU HAVE EXERCISED OR EXERCISE YOUR RIGHT TO REJECT ARBITRATION.

READ THIS ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

YOU HAVE THE RIGHT TO OPT-OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED BELOW. IF YOU DO NOT DO SO,

- i. YOU ARE WAIVING YOUR RIGHT TO HAVE A JURY OR A COURT, OTHER THAN A SMALL CLAIMS COURT OR SIMILAR COURT OF LIMITED JURISDICTION, RESOLVE ANY CLAIM THAT IS SUBJECT TO ARBITRATION; and
- ii. YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN COURT OR IN ARBITRATION WITH RESPECT TO ANY CLAIM THAT IS SUBJECT TO ARBITRATION.

THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

A. Interstate Commerce

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. § 1 et seq., and not by any state arbitration law.

B. Scope

For purposes of this Arbitration Provision, the word "**Claim**" has the broadest possible meaning and includes, without limitation (a) all federal or state law claims, disputes or controversies, whether preexisting, present or future, arising from or relating directly or indirectly to this Agreement, your Account, the relationship between you and us, the information you gave us before entering into this Agreement, including your application, and/or any past agreement or agreements between you and us, any loan or credit product or related product or services obtained from us and any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning the same; (b) all initial claims, counterclaims, cross-claims and third-party claims and claims which arose before the effective date of this Arbitration Provision; (c) all common law claims based upon contract, tort, fraud, or other intentional torts; (d) all claims based upon a violation of any local, state or federal constitution, statute, ordinance or regulation, including without limitation all claims alleging unfair, deceptive or unconscionable trade practices; (e) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (f) all claims asserted by you individually against us and/or any of our employees, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities, or assignees or against the servicer of your Loan (including but not limited to NetCredit) (hereinafter collectively referred to as "**related third parties**"), including claims for money damages, restitution and/or individual equitable or injunctive relief; (g) claims asserted by you against other persons and entities if you assert a Claim against such other persons and entities in connection with a Claim you assert against us or related third parties; (h) all data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you; and (i) any claims seeking restitution pursuant to California Business and Professions Code §§ 17200 et seq. Notwithstanding the foregoing, the word "Claim" does not include: (i) any dispute or controversy about the validity, enforceability, coverage or scope of the provision titled "Class Action Waiver" set forth below or (ii) the specific components of a dispute or controversy seeking public injunctive relief pursuant to California Business and Professions Code §§ 17200 et seq., all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. In addition, this Arbitration Provision will not apply to (1) any individual action brought by you or us in small claims court or your or our state's equivalent court, unless such action is transferred, removed, or appealed to a different court; or (2) any disputes that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class for as long as such class action is pending.

Any dispute or controversy regarding the enforceability of the provision titled "Class Action Waiver" must be decided by a court of competent jurisdiction as a threshold matter prior to arbitrating the merits of any Claim. The specific components of any dispute or controversy seeking public injunctive relief pursuant to California Business and Professions Code §§ 17200 et seq. may only be decided after a ruling on all Claims by the arbitrator.

C. Class Action Waiver

Notwithstanding any other provision of this Arbitration Provision, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member, or (b) unless all parties otherwise agree in writing, to join or consolidate Claims with Claims of any other persons. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claims brought by such an agency). An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No arbitration administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Class Action Waiver shall be determined exclusively by a court and not by the administrator or any arbitrator.

D. Electing Arbitration

A party may elect arbitration of a Claim by sending the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested. Your notice must be sent to TAB Bank, c/o NetCredit, Attn: General Counsel, 175 W. Jackson Blvd., Suite 600, Chicago, IL 60604, and our notice must be sent to the most recent address for you in our files. If a lawsuit concerning the Claim has been filed, such notice can be provided by papers filed in the lawsuit, such as a motion to compel arbitration.

E. Administrator

Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association, 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), <http://www.adr.org>; or JAMS, 8401 N. Central Expressway, Suite 610, Dallas, TX 75225 (1-800-352-5267), <http://jamsadr.com>. However, the parties may agree to a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If the AAA and JAMS are unable or unwilling to serve as administrator, or the parties are unable to agree upon another administrator, a court with jurisdiction shall determine the administrator or arbitrator. The arbitration hearing will take place at a location reasonably convenient to where you reside.

If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within 20 days in writing by certified mail, return receipt requested, of your decision to select an arbitration organization or your desire to select a local arbitrator. Your notice must be sent to NetCredit, Attn: General Counsel, 175 W. Jackson Blvd., Suite 600, Chicago, IL 60604. If you fail to notify us, then we have the right to select an arbitration organization. The arbitration will be governed by the rules and procedures of this arbitration organization applicable to individual consumer disputes. You may get a copy of the rules and procedures by contacting the arbitration organization listed above. In an event of a conflict between the provisions of the Arbitration Provision, on the one hand, and any applicable rules of the AAA or JAMS or other administrator used or any other terms of this Agreement, on the other hand, the provisions of this Arbitration Provision shall control. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

F. Non-Waiver

Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis).

Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. For example, if we file a

lawsuit against you in court to recover amounts due under the Agreement, you have the right to request arbitration, but if you do not elect to request arbitration, we reserve and do not waive the right to request arbitration of any Claim (including any counterclaim) you later assert against us in that or any related or unrelated lawsuit. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

G. Arbitrator and Award

Any arbitrator must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure or evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitations and privileges that a court would apply if the matter were pending in court. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA, which would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and private injunctive relief as allowed by law. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision. Nothing contained in this Arbitration Provision shall preclude either of the parties from pursuing provisional pre-judgment relief in court, including pre-judgment collection remedies and preliminary injunctive relief.

H. Fees and Costs

Each administrator charges filing and administrative fees and the arbitrator also charges fees. The parties shall pay said fees in accordance with the administrator's rules. However, if you tell us in writing that you cannot afford to pay the fees charged by the arbitration organization and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration organization and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If we prevail in an individual arbitration that either you or we commenced, we will not seek to recover our attorney, expert or witness fees or our arbitration fees from you. At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision. Notwithstanding the foregoing, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

I. Appeal

The arbitrator's award shall be final and binding on all parties, except as follows: (1) either party can appeal or seek review of the award in any appropriate forum as provided for under the FAA; (2) either party can appeal or seek review of any part of the award in any appropriate forum that provides for injunctive relief; and (3) if the amount in controversy exceeds \$50,000, and if permitted by the Administrator's rules, you or we can, within 14 days after the entry of the award by the arbitrator, appeal the entire award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Fees and Costs." Any final decision of the appeal is subject to judicial review only as provided under the FAA. A judgment on the award may be entered by any court having jurisdiction.

J. Notice and Cure; Special Payment

Prior to initiating a Claim, you may send us a written Claim Notice. In order for a Claim Notice to be valid and effective, it must: (a) state your name, address and loan number; (b) be signed by you; (c) describe the basis of your Claim and the amount you would accept to resolve the Claim; (d) state that you are exercising your rights under the "Notice and Cure" paragraph of the Arbitration Provision; and (e) be sent to us by certified mail, return receipt requested, at TAB Bank, c/o NetCredit, Attn: General Counsel, 175 W. Jackson Blvd., Suite 600, Chicago, IL 60604. This is the sole and only method by which you can submit a Claim Notice. Upon receipt of a Claim Notice, we will credit you for the standard cost of a certified letter. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

K. Binding Effect; Survival; Severability

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision shall survive any bankruptcy to the extent consistent with applicable bankruptcy law. The Arbitration Provision survives any termination, amendment, expiration or performance of this Agreement and any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

L. Opt-Out Process

You may choose to opt out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing postmarked within sixty (60) calendar days of the date of this Agreement at the following address: TAB Bank, c/o NetCredit, Attn: General Counsel, 175 W. Jackson Blvd., Suite 600, Chicago, IL 60604. Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an Opt-Out Notice, we will credit you for the standard cost of a certified letter. Your Opt-Out Notice must include your name, address, Social Security number, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Indicating your desire to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement, and applies only to this Arbitration Provision between you and us.

X. Important Notices

All Borrowers

You agree that we may access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Agreement, taking collection action on this Agreement, or for any other legitimate purposes associated with this Agreement. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

All Borrowers

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT MAY NOT BE ENFORCEABLE UNDER THE APPLICABLE LAW OF THE STATE WHERE YOU RESIDE. TO PROTECT YOU (AS THE BORROWER) AND US (AS THE LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, YOU (AS BORROWER) AND WE (AS LENDER) ACKNOWLEDGE AND AGREE THAT THERE ARE NO UNWRITTEN OR ORAL AGREEMENTS BETWEEN YOU AND US; (2) THAT THIS WRITTEN AGREEMENT IS A FINAL EXPRESSION OF THE AGREEMENT BETWEEN YOU AND US; AND (3) THAT THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THE TERMS OF THIS AGREEMENT MAY NOT BE CHANGED EXCEPT IN A WRITING SIGNED BY YOU AND US. NO CHANGE SHALL RELEASE ANY PARTY FROM LIABILITY UNLESS OTHERWISE EXPRESSLY STATED IN WRITING.

ALL OF OUR RIGHTS ARE CUMULATIVE. IF WE APPROVE THIS AGREEMENT, THEN YOU AGREE THAT THIS AGREEMENT WILL BE BINDING AND ENFORCEABLE AS TO BOTH PARTIES.

Kansas Residents

You will be in default if you fail to make a payment as required by this Agreement or if the prospect of your payment or performance is significantly impaired. We have the burden of establishing the prospect of such impairment. NOTICE TO CONSUMER: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid balance at any time without penalty.

Indiana, Minnesota, Nebraska, Ohio, Oklahoma, and Wyoming Residents

No provision(s) in this Agreement providing for the payment of attorneys' fees, court costs or collection costs by you shall apply.

New Jersey Residents

(1) The section headings of the Agreement are a table of contents and not contract terms. (2) You agree to pay our reasonable attorney's fees, up to 20% of outstanding principal and fees, paid in the collection of this Account to an attorney who is not our employee. (3) Provisions of this Agreement that refer to acts or practices that apply as permitted by, or except as prohibited by, applicable law are applicable to New Jersey residents only to the extent that such acts or practices are permitted by New Jersey or Federal law.

Ohio Residents

Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Texas

We do not have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.

- Electronic Signatures

By clicking the "I Agree" button below and providing any additional information as may be requested below, you understand and acknowledge that you are taking the following two (2) separate actions:

PAYMENT AUTHORIZATION

By checking the box to the left and clicking the "I Agree" button below, you are electronically signing the Payment Authorization and you certify that you have fully read and understood the ELECTRONIC FUND TRANSFER AUTHORIZATION FOR YOUR CASH ADVANCES AND PAYMENT AUTHORIZATION provisions, you agree to comply with, and be bound by, their terms and you agree and understand that you are authorizing us to credit your Bank Account with the proceeds of your cash advances and to debit your Bank Account for the amounts owed under the Open-End Line of Credit Agreement

AGREEMENT TO OPEN-END LINE OF CREDIT AGREEMENT

By entering your name below and clicking the "I Agree" button below, you are electronically signing this Agreement and acknowledging that (a) Transportation Alliance Bank is your lender under the Agreement, (b) you have reviewed and agree to the entire OPEN-END LINE OF CREDIT AGREEMENT including the ACCOUNT OPENING DISCLOSURES ; (c) you have reviewed and agree to the TRANSPORTATION ALLIANCE BANK PRIVACY POLICY (<https://www.netcredit.com/tab-privacy-policy>) and NETCREDIT PRIVACY POLICY (<https://www.netcredit.com/privacy-policy>) and Terms of Use (<https://netcredit.com/terms-of-use>), and (d) you acknowledge that your right to file suit against us for any claim or dispute regarding this Account is limited by the WAIVER OF JURY TRIAL, CLASS ACTION WAIVER and ARBITRATION provisions, (e) you represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code, (f) that all of the information you have submitted in connection with this account is true, accurate, and complete, and (g) you acknowledge that you have read and understood all the terms of this Agreement, including the provisions mentioned above, and you agree to comply with, and be bound by, all of those terms.

YOU SHOULD PRINT AND RETAIN A COPY OF THE OPEN-END LINE OF CREDIT AGREEMENT FOR YOUR RECORDS. AN ELECTRONIC COPY WILL BE MAINTAINED ON THIS WEBSITE IN YOUR PASSWORD PROTECTED CUSTOMER HISTORY.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Please note that when you click the "I Agree" button below, we authenticate your electronic signature and we also separately authenticate your electronic signature for the PAYMENT AUTHORIZATION that you separately and voluntarily entered above.

By clicking "I Agree" below, you understand and agree that we will obtain your credit report, which may impact your credit score.

Signature block:

Signed At:

03:40 PM on April 12, 2025

Connected From:

68.104.233.191

Signed By:

Elizabeth Naylor

Signed As:

Elizabeth Naylor

Contract: {SHA} 3fe16ad38918c7f658bb3f078ba8f4459ce8b72c